

Postville

Teamsters #238 (Mixed)

7/1/2005 6/30/2008

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE CITY OF POSTVILLE AND

CHAUFFERS, TEAMSTERS AND

HELPERS LOCAL UNION NO. 238

JULY 1, 2005

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COLLECTIVE BARGAINING AGREEMENT

This Agreement entered into on this 1st day of July, 2005, by and between the City of Postville for applicable operations located at Postville, Iowa, designated and referred to as the "City", and Chauffeurs, Teamsters and Helpers Local Union No. 238, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, designated and referred to as the "Union", through their duly authorized representative.

ARTICLE 1

PURPOSE

Section 1.1

The purpose of this Agreement is to provide a procedure to secure prompt and fair disposition of grievances or complaints, to set forth the entire agreement between the parties concerning wages, hours and working conditions, and to establish a basis for the cooperative solution of industrial relations problems by parties to the end that a spirit of peace and cooperation be maintained.

ARTICLE 2

RECOGNITION

Section 2.1

The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees as set forth by the Public Employment Relations Board Case No. 4183, including all regular full-time and regular part-time employees of the City of Postville Police and Public Works Departments; excluding all elected officials, confidential secretary, supervisors, Director of Public Works, Chief of Police, and reserve police officers.

Section 2.2

Definitions of terms used in this Agreement:

1. The words "employee" and "employees" shall refer only to the employees within the bargaining unit.
2. The words "his/her" as used in this Agreement shall be interpreted to include both masculine and feminine gender.
3. The term "Employer" as used in this Agreement shall mean the City of Postville, Iowa, or its duly authorized representative.
4. The term "Union" as used in this Agreement shall mean Chauffeurs, Teamsters and Helpers Local 238, or its designated representatives.

5. Length of continuous service as that term is used in this Agreement shall mean employment with the City which is uninterrupted except by reason of approved leave of absence or by layoff if less than twelve (12) consecutive months.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.1

This agreement shall not interfere with, modify or limit the City in the service of its function of control and management of the City. The Union agrees that in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance charter or special act, the City shall have the exclusive power, duty and right to: direct the work of its public employees' positions within the public agency; suspend or discharge public employees for proper cause; maintain the efficiency of governmental operations; relieve public employees from duties because of lack of work or for other legitimate reasons; determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted; take such action as may be necessary to carry out the mission of the public employer; initiate, prepare, certify and administer the annual budget; and to exercise all powers and duties granted to the public employer by law, except as specifically modified by this agreement.

Section 3.2

The City shall have the right to subcontract work in situations involving emergency, and in situations where the City does not have the equipment to do the work necessary, or employees with the skills or competency required to do such work. In such situations, the City shall also provide work for any employee normally required to work under such circumstances.

Section 3.3

The parties to this agreement understand that circumstances can arise that are beyond the control of the City or the Union. Such circumstances are often called "Acts of God". The parties understand that these circumstances create situations where normal working conditions no longer exist; and the parties shall make all attempts to fulfill the obligations of the City when such circumstances arise.

Section 3.4

The Union recognizes that the City has certain obligations in contracts relating to or directly involved in Government originated projects. Therefore, in the event that the City is advised by any Government Agency that any or several bargaining unit personnel is/are restricted from work on or having access to classified information or material, the Union will not contest any reasonable action the City may take to ensure compliance with such regulations.

Section 3.5

None of the provisions of this Article shall be used by the City to circumvent the intentions or purposes of this agreement. Any employee shall have the right to file a grievance if he feels a violation of this Section and Article has occurred.

ARTICLE 4

CHECK-OFF

Section 4.1

The Employer agrees to deduct union dues, fees, contributions and any fines or assessments from the wages of any employee covered by this Agreement, provided the Employer has first been presented with an individual written order therefore, signed by the employee, all in the manner set forth in Section 20.9, Code of Iowa, which written order shall be renewed from year to year, and for succeeding collective bargaining agreements, unless the employee shall give a thirty (30) day written notice to the Employer and the Union of cancellation.

Section 4.2

The Union agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from any employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Secretary-Treasurer of Chauffeurs, Teamster and Helpers Local Union No. 238. Union dues shall be deducted in equal amounts the first two pay periods of each month and shall be remitted after the second day of each following month.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 5.1

A grievance shall be defined as an allegation by an employee or group of employees if there has been a violation, misinterpretation, or misapplication of any of the terms of this Agreement. The grievance procedure is the exclusive remedy of the parties in adjusting disputes arising under the terms of the Agreement.

Section 5.2

The time limits set forth herein may be extended only upon mutual written agreement of the parties.

Section 5.3

In the event the grievant does not proceed from one level of the grievance procedure to the next level within the specified time limits, the grievance shall

be considered settled and dropped on the basis of the last disposition given by the City.

Section 5.4

In the event the City or its designated representative does not deliver the required disposition called for at any level of the grievance procedure within the time limits specified herein, the grievant(s) may proceed to the next level of the grievance procedure in the same manner as if the disposition had been so delivered.

Section 5.5

Any investigation or processing of the formal grievance procedure by any grievant(s) or the Union or its designated representative which involves an employee in the bargaining unit shall be done outside of the employee's normal working hours unless the same can be done without additional cost to the City and without interference with the employee's normal work assignment.

Section 5.6

Step 1: An employee with a grievance will first discuss it with his immediate supervisor with the objective of resolving the matter informally. Said discussion shall be initiated by the employee directly within five (5) working days after the employee knew, or in the exercise of ordinary care should have known, of the alleged violation.

Section 5.7

Step 2: If the grievance is not settle to the satisfaction of the grievant(s) in Step 1, then the matter shall be reduced to writing on the grievance form, provided by the Union, signed by the aggrieved, and presented to the appropriate supervisor within five (5) working days after the date of the informal discussion at Step 1.

Section 5.8

Within five (5) working days after the delivery of the formal grievance as provided above, the appropriate supervisor shall indicate the disposition of the grievance, in writing, and deliver a copy thereof to the grievant or to the appropriate Union steward.

Section 5.9

Step 3: If the grievant(s) or the Union is not satisfied with the disposition of the grievance at Step 2, the grievance may be transmitted to Step 3 by delivering a copy to the Mayor or his designated representative. Thereafter, the Mayor or his designated representative shall meet with the grievant and the grievant's representative, within ten (10) working days of transmission of the grievance to Step 3. Thereafter, the Mayor or his designated representative shall furnish a written disposition of the grievance to the grievant and the grievant's representative within five (5) working days of the grievant's meeting.

Section 5.10

Step 4: If the grievant(s) remains unsatisfied with the disposition of the grievance by the Mayor or his designated representative, the Union may submit the grievance to arbitration by notification in writing to the Mayor or his designated representative not later than ten (10) working days after the City's Step 3 answer.

Section 5.11

Within ten (10) working days after the date of delivery of written request for arbitration, the City and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator for service. If the parties are unable to agree upon an arbitrator, a joint request shall be submitted to the Federal Mediation and Conciliation Service or the Iowa Public Employment Relations Board for a panel of five (5) arbitrators. Within five (5) working days after receipt of the panel, the Union shall first strike the names of two (2). The City shall then strike the names of two (2). The person whose name remains on the list shall be the designated arbitrator and the parties shall immediately notify the Federal Mediation and Conciliation Service or the Iowa Public Employment Relations Board of their selection.

Section 5.12

The arbitrator so selected shall confer with the designated representative of the City and the Union and hold hearings promptly. The participants at any hearing shall be limited to the grievant, the grievant's representatives and the City's representatives together with such witnesses of the parties in interest as may be required for a proper submission of the grievance. The City and the Union shall jointly request the arbitrator to issue his decision within thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then within thirty (30) days from the date that written briefs and arguments are submitted to him by the parties. The arbitrator's decision shall be in writing and shall set forth his findings of facts; reasoning and conclusions and decision with respect to the issues submitted. The arbitrator in his opinion shall not amend, modify, nullify or add to the provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the City and the Union or as determined by him after hearing the evidence, and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement. The decision of the arbitrator shall be submitted to the City and the Union and shall be final and binding upon the parties.

Section 5.13

The costs of the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses and the costs of the hearing room shall be borne equally by the City and the Union. Any other expenses, including but not limited to expenses incurred as a result of calling witnesses, shall be paid by the party incurring said expense and requesting the attendance of said witness(es).

ARTICLE 6

SENIORITY

Section 6.1

Seniority is defined as a regular employee's length of continuous service with the City since the employee's last date of hire. Seniority shall prevail at all times.

Section 6.2

Seniority shall terminate and with it the employment of the employee by the City upon the occurrence of any one of the following:

- (a) If an employee quits;
- (b) If the employee is discharged for just cause;
- (c) If the employee is retired;
- (d) If the employee is absent without leave for three (3) consecutive working days without notifying the City, unless the employee has a valid excuse which is satisfactory to the City, or physically unable to obtain such an excuse;
- (e) If an employee on layoff fails to report for work within five (5) days after receiving notice by certified or registered mail to report, unless he has contacted the City and is excused;
- (f) If any employee on leave of absence or vacation fails to report for work at the expiration of such leave of absence or vacation, unless the employee has a valid excuse which is satisfactory to the City; or
- (g) If the employee is laid off for a period of twelve (12) months.

Section 6.3

Each employee shall at all times keep the City Clerk's office advised in writing of the current resident address through which mail may be received by such employee and of any changes as they may occur in such mailing address. An employee on layoff who fails to comply with the above requirements may, at the sole discretion of the City, not be entitled to his recall rights as provided in this Agreement.

It is also the obligation of each employee to keep the City Clerk's office and their supervisors advised in writing of his current telephone number or the telephone number where a message may be relayed to him, and of any changes as they may occur in such telephone number. An employee who fails to furnish such current telephone number shall forfeit his rights to report-in pay as provided in this Agreement.

Section 6.4 Layoff:

When, in the sole discretion of the City, it becomes necessary to reduce the number of employees because of a shortage of funds or work, the City Council shall make the reduction in employees based upon seniority, providing they have the qualifications and ability to do the available work.

Any employee grievance based upon a claim arising under this reduction in force shall go immediately to Step 3 of the Grievance Procedure.

Section 6.5 Recall:

Upon recall, the employees would be returned to work in the reverse order of layoff provided, however, said employee possesses the necessary skill and qualifications to perform the job. An employee on layoff shall receive a notice of recall which shall be by certified mail. The employee must respond to the recall notice within five (5) working days after receipt thereof. If the employee fails to follow the provisions of this Section, all rights to recall are waived. Employees will be called in inverse order of seniority.

Section 6.6

Any layoff for a period not exceeding five (5) consecutive working days shall be considered a temporary layoff. Affected employees shall be laid off according to seniority, provided that those employees with seniority who would be retained by such a procedure possess the ability, qualifications and skill to perform the available work.

Section 6.7

In the event the City determines that a permanent vacancy exists in a job classification within the bargaining unit which needs to be filled or in the event that a new job classification is created by the City within those job classifications which need to be filled, such job shall be posted by the City on the bulletin boards for a period of forty-eight (48) hours, excluding Saturday and Sunday, before seeking applications from outside the bargaining unit. Non-probationary employees, who are otherwise eligible, shall be entitled to file a bid for the posted job in the City Clerk's office, if by doing so they could move upward or laterally from their present labor grade if awarded the job, or if by down bidding, they could potentially be placed in a higher labor grade position within the bargaining unit than their present one through promotions.

The applicant who possesses the most seniority, qualifications and ability will be given the opportunity to satisfactorily perform the posted job for thirty (30) days.

In the event the employee cannot perform the work to the satisfaction of the City, the employee will be returned to their former position or status.

Section 6.8

The City shall compile, maintain, post prominently and furnish the Union an official seniority list within thirty (30) days of the signing of the Agreement, and thereafter annually; the list shall be arranged in order of seniority and set

forth the seniority date of each employee determined in accordance with provisions of this Article. In addition, the City will furnish the Union a monthly summary of all new hires, terminations of all bargaining unit personnel as reflected in the records maintained by the City Clerk's office.

ARTICLE 7

PROBATIONARY PERIOD

Section 7.1

Each new employee shall be considered employed on a temporary basis for the six months beginning with his first day of employment. In the event the City believes additional probationary time is necessary to properly evaluate an employee, the Union and the City may mutually agree to extend the probationary period. During the probationary period, the employee's employment with the City shall be entirely within the discretion of the City, and not subject to review under the grievance procedure. If retained beyond the probationary period, the employee will be entitled to full seniority rights as set forth in this agreement, and his seniority date shall be his latest date of hire.

ARTICLE 8

HOURS OF WORK

Section 8.1

The regular work week shall consist of forty (40) hours composed of five consecutive eight (8) hour days, Monday through Friday, beginning at 7:00 A.M. and ending at 4:00 P.M. The City reserves the right to establish an alternate work week for police officers, and to handle required weekend work and emergency situations.

Section 8.2

Each public works employee will be allowed a one (1) hour unpaid lunch period and a paid fifteen (15) minute break period in the first one-half of the work day and a second fifteen (15) minute paid break period in the second one-half of the day. Each police officer will be allowed a one-half (1/2) hour paid lunch break, and a paid fifteen (15) minute break period in the first one-half of the work day and a second fifteen (15) minute paid break in the second one-half of the day.

Section 8.3

Any employee who is scheduled to report for work and reports for work as scheduled shall be given a minimum of twenty-five percent (25%) of the scheduled hours worked or twenty-five (25%) of the scheduled hours pay unless such employee is notified not to report to work by the employer in one of the following ways:

- a. Verbal notification by the supervisor;
- b. Written notice sent to the employee's last known address; or
- c. Notice posted on the bulletin board prior to the close of the employee's last schedule shift.

ARTICLE 9

OVERTIME

Section 9.1

If the City determines a longer work week or work day is necessary, an overtime rate of pay will be paid to those employees working in excess of the regularly schedule hours. Overtime will be paid as follows:

- (a) Time and one-half shall be paid for all work performed in excess of eight (8) hours per day or forty (40) hours per week. Such overtime pay will not be paid except for those hours at the end of a shift in excess of eight (8) consecutive hours, regardless of the starting time of the shift.
- (b) Time and one-half shall be paid for all work performed on Saturday and Sunday, unless Saturday or Sunday is a regularly scheduled work day.
- (c) Time and one-half shall be paid for all work performed on holidays; and this pay shall be in addition to the regular straight holiday pay.

Section 9.2

The overtime rates shall not be pyramided or paid twice for the same time worked. Vacation time, paid holidays, and paid sick leave does count as time worked toward computation of overtime.

Section 9.3

Compensation for overtime will not be paid unless the work performed at the direction, or with the approval of the employee's supervisor.

Section 9.4

As an alternative to compensation at overtime rates for time worked in excess of the regularly schedule hours, the employee may have the option of electing to receive compensatory time off to be taken at a later date, which time off shall be computed at one and one-half (1-1/2) the time worked overtime. Compensatory time not taken by January 1st or by July 1st for the previous six (6) months shall be monetarily compensated by the City in an additional check for all the remaining compensatory time hours.

- (a) Compensatory time can be taken at the employee's option, but only with the prior approval of the employee's supervisor. Compensatory time off will not be allowed if the result is to make the employee eligible for overtime pay, or additional compensatory time, to which he would not be otherwise entitled by reasons of actual time worked.

(b) Compensatory time can be accumulated up to a maximum of twenty-four (24) hours.

(c) Compensatory time must be used up by the employee prior to the next raise or higher rate of pay.

(d) A police officer shall receive equal time off for training and meetings attended outside of his regular work shift; and the time received off shall be decided upon by mutual agreement between the office and his supervisor.

Section 9.5

An employee called back to work at a time other than his regular scheduled shift shall receive a minimum of two (2) hours pay at one and one-half times the regular straight time rate or at the overtime rate for actual hours worked, whichever is greater. An exception to this provision shall be if the work for which the employee was called back has been completed in less than two hours, and the employee chooses to return to his home; in which case he will be paid at the overtime rate for only the actual time worked.

Section 9.6

Employees who standby for calls while off duty may be at their normal place of residence or, after notifying the supervisor and giving a telephone number, be at another location(s) where they are available to report for duty when called. Any employee on standby duty shall be compensated at the rate of \$10.00 per day for which he has standby duty.

A standby schedule shall be prepared for all employees, and employees shall be assigned on a rotating basis to cover these standby assignments.

Section 9.7

When an employee works four (4) hours beyond the normal eight (8) hour workday, the employee shall be entitled to a one-half (1/2) hour lunch break, which shall be paid by the City at the employee's overtime rate.

ARTICLE 10

HOLIDAYS

Section 10.1

The following paid holidays will be observed:

New Year's Day (January 1)
Good Friday (Friday before Easter)
Memorial Day (last Monday in May)

Independence Day (July 4th)
Labor Day, (first Monday in September)
Thanksgiving Day (fourth Thursday in November)
Friday after Thanksgiving Day
One-half (1/2) day on Christmas Eve Day (December 24th)
Christmas Day (December 25th)
One-half (1/2) day on New Year's Eve Day (December 31st)
Personal days (3)

Section 10.2

Holidays falling on the weekend will be observed on the Friday preceding or the Monday following the holiday, which date shall be determined by the City.

Section 10.3

In order to qualify for holiday pay, regular employees must work their regularly scheduled work day immediately preceding and following holidays, except in the cases of serious illness as verified by a doctor's certificate or unless the absence is mutually agreed to in writing by the City and the Union. In order for probationary employees to qualify for holiday pay, they must work their regularly scheduled work day immediately preceding and immediately following the holiday without exception.

Section 10.4

Holiday pay for each regular full-time employee shall consist of eight (8) hours at the employee's straight-time hourly rate of pay; and holiday pay for each employee regularly scheduled to work for less than eight (8) hours per day, and shall be based on the regular number of daily hours the employee is scheduled to work.

Section 10.5

If a holiday for which an employee is eligible for holiday pays falls within an employee's vacation period, the employee will be granted an additional day off with pay immediately preceding or following his schedule vacation for each holiday that occurs during his vacation period.

Section 10.6

Each full-time employee shall be entitled to three (3) paid personal days as set forth in Section 10.1; and these personal days may be taken at the employee's option with prior approval of the department head.

Section 10.7

A holiday shall be defined to begin for each employee at a time that is two hours before he or she would normally begin the work schedule, and ends two hours after the time when the normal work schedule would end for that employee. A holiday does not include standby hours.

Section 10.8

Holidays and weekends are part of the regular duty for police officers. Any police officer who works on a holiday shall be compensated at the rate of two (2) times his regular hourly wage. In the alternative, if the police officer should request equal time off, the alternate holiday date shall be decided upon by mutual agreement between the officer and the supervisor.

ARTICLE 11

VACATIONS AND PAID ABSENCE ALLOWANCE

Section 11.1

Each regular full-time employee who is in the employ of the City on the employee's anniversary date of each year and who is otherwise eligible for a vacation with pay and paid absence allowance shall be entitled to a vacation with pay for each year of service in accordance with the following schedule:

<u>Eligibility</u>	<u>Amount of Vacation and Vacation Pay</u>
Upon the completion of 1 year of continuous service	5 days
Upon the completion of 2 or more year's of continuous service	10 days
Upon the completion of 6 years of continuous service	15 days
Upon the completion of 20 years of continuous service	20 days
Upon the completion of 25 or more year's continuous service	25 days

Section 11.2

Upon the termination of employment with the City, an employee shall be paid on a pro rated basis for all unused vacation left at the time of resignation or retirement. However, employees who are discharged for just cause or employees who do not give two (2) weeks advance written notice prior to resignation or retirement shall forfeit vacation pay. The estate of an employee who dies shall receive pro rata vacation pay.

Section 11.3

Employees shall take their vacation within one (1) year after accrual. There shall be no carry over of vacation from one year to the next and no back vacations without prior Supervisory approval, which the Supervisor shall be consistent in granting. Any dispute on this matter can be referred to the Grievance Procedure.

Section 11.4

No vacation will be accrued during a leave of absence.

Section 11.5

An employee shall not be entitled to vacation prior to his anniversary date. Vacation will only be earned after the employee reaches the anniversary date and in no case can vacation be taken before earned.

Section 11.6

All vacations must be scheduled with the Department head prior to using it.

ARTICLE 12

LEAVES OF ABSENCE

Section 12.1

Upon written application, personal leaves of absence, including educational leaves of absence, may be granted to employees at the convenience and discretion of the City for periods not to exceed ninety (90) days. Extensions may be granted at the discretion of the City.

Section 12.2

All leaves of absence will be without pay. Employees will continue to accrue seniority while on leave of absence. Unless advance written approval has been given by the City, an employee who engages in gainful employment such as farming or any other self-employed work, while on a leave of absence, will be considered to have voluntarily terminated his employment with the City. False representations by an employee concerning the necessity or reason for a leave of absence will be considered just cause for disciplinary action up to and including discharge.

Section 12.3

If an employee is on leave of absence for a period of ninety (90) days or less, the vacancy created in his job classification, if any, will be considered a temporary vacancy and may be filled by the City in any manner it determines appropriate. Upon the expiration of such leave, the employee on leave will be entitled to return to work in his job classification provided that he has the present ability to perform the available work of his job classification.

ARTICLE 13

MILITARY LEAVE

Section 13.1

The city and the Union agree to abide by any applicable Federal or State laws in regard to the reinstatement and tenure of employees who are in military

service or who enter into military service, and also in regard to compensation and other matters of employment.

ARTICLE 14

FUNERAL LEAVE PAY

Section 14.1

In the event of a death in the immediate family of an employee, the employee will be entitled to a paid leave of absence of three (3) scheduled working days during the period Monday through Friday of any regular work week. The employee will be paid his regular straight-time hourly rate of pay for such absence, not to exceed eight (8) hours per day.

Section 14.2

The term "immediate family" as used in this Article shall include the mother, father, step-parent, mother-in-law, father-in-law, brother, sister, spouse, children, stepchildren, and grandchildren of the employee.

Section 14.3

The employee shall be allowed paid leave of absence of one (1) scheduled working day to attend the funeral of a grandparent, aunt, uncle, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or first cousin of the employee.

Section 14.4

Employees shall be allowed the necessary time off from work without pay when they are pallbearers at a funeral.

ARTICLE 15

JURY DUTY

Section 15.1

Any full-time employee who is selected for jury duty or is called as a government witness, shall receive a paid leave of absence for the time spent on such duty. Compensation received by the employee from the Court will be turned over to the City Clerk, with the exception of meal and travel expenses by the employee.

Section 15.2

An employee who is called for witness or jury but is excused by the Court shall be obligated to return to the City and work the balance of his regularly scheduled hours in order to receive pay for that time which was lost because of the call for witness or jury duty.

ARTICLE 16

BULLETIN BOARDS

Section 16.1

A bulletin board shall be provided at each building where employees work, where posting of Union meeting, social activities, and other such information may be displayed. No prior approval shall be necessary for the above items.

ARTICLE 17

SAFETY AND HEALTH

Section 17.1

The City will make reasonable rules and provisions for the safety and health of its employees during the hours of their employment. The employees covered by this Agreement shall make every reasonable effort to comply with the safety and health rules of the City.

Section 17.2

An employee who is injured on the job, if physically possible, shall immediately report to a supervisor. An injured employee shall be provided with an escort and City transportation, if it is necessary to take him to a doctor, home, or to a hospital.

Section 17.3

An employee injured in the course of his employment shall suffer no loss of wages because of absence from work. The City shall pay the difference between the employee's normal rate of pay and the compensation paid by Worker's Compensation during the length of time the employee is off work due to a work related injury. The employee may elect to assign his Worker's Compensation benefits paid or available to the City in exchange for a normal weekly paycheck. The total amount of Worker's Compensation income and the City's participation shall not exceed full time pay. However, if an employee has been unable to work for a period of six (6) months due to a work related injury, then he shall be placed on long-term disability, and he shall receive the benefits provided by disability insurance coverage; and he shall receive no other compensation under this agreement.

Section 17.4

Employees who are absent from work because of injury or illness compensable under the Iowa Worker's Compensation Laws shall be paid in accordance with said laws without loss of accumulated sick leave time.

ARTICLE 18

INSURANCE

Section 18.1

All employees working thirty (30) hours per week or more are eligible for health insurance on the thirtieth (30th) day following their employment date, and the insurance coverage becomes effective the first day of the next month following such application. The City will pay the full cost of the premium for a major medical plan by the insurance carrier for the employee and his dependents. The City is granted the right to obtain coverage using increased deductibles, provided that the employee suffers no additional expense. Likewise, the City is granted the right to obtain coverage using increased out-of-pocket limits, provided that the employee shall not incur a greater out-of-pocket expense than the limit in effect at the commencement of this agreement. Beginning July 1, 2005, each single employee shall pay a deductible of \$280.00; and each married employee shall pay a deductible of \$560.00. Beginning July 1, 2006, each single employee shall pay a deductible of \$290.00; and each married employee shall pay a deductible of \$580.00. Beginning July 1, 2007, each single employee shall pay a deductible of \$300.00; and each married employee shall pay a deductible of \$600.00.

Section 18.2

All employees working thirty (30) hours per week or more are eligible for life insurance, dental insurance and disability insurance coverage. The City will pay the full cost of the premiums for these coverages.

Section 18.3

There shall be established a voluntary insurance program for full time employees who have attained the age of 55 years, and who have at least 15 years of continuous service with the City, and who desire to retire from active service with the City. The City shall offer such a program as an alternative to, and in lieu of, the benefits for which a qualified employee would receive pursuant to the provisions of Section 20.5. Under such a program, the unused accumulated sick leave would be converted to a dollar amount based on the last hourly compensation rate received by the qualified employee; and the amount calculated would be used by the City to continue paying the same amount toward the premium cost of group health insurance coverage as the City was paying immediately prior to the employee's separation date until such time as the calculated dollar amount has been exhausted. The City shall comply with all COBRA laws regarding length of insurance benefits.

ARTICLE 19

REIMBURSED EXPENSES

Section 19.1

In addition to wages paid, the City will reimburse the employee, or provide the employee with the following:

a. Reimbursement at the rate of \$0.26 per mile traveled when the employee is required to use his own vehicle for trips authorized by the department head.

b. Reimbursement of the cost of lodging and meals incurred by the employee when away from home on trips authorized by the department head. The employee must present receipts showing the actual cost paid.

Section 19.2 - Uniforms

The City will supply each employee with five (5) uniform shirts (summer and winter), five (5) uniform pants (summer and winter), one (1) summer jacket, one (1) insulated winter parka, and coveralls once every two years. The City will supply each employee with necessary safety equipment, including one pair of steel-toed boots each year. The employee shall maintain said uniforms in a clean and presentable manner, and shall attach such patches or decals provided to identify the wearer as an employee of the City.

Section 19.3 - Uniforms - Police Officers

The City will supply each officer in alternating years with four (4) all season pants, three (3) summer shirts, two (2) winter shirts, and one (1) baseball style cap. Officers will also receive each year one pair of shoes. When an officer is first hired, he will be provided with a summer jacket, a winter coat, a commander sweater, and all necessary leather goods for firearms; but these items shall be returned to the City when the employment of the officer terminates.

ARTICLE 20

SICK LEAVE

Section 20.1

Employees who have completed their probationary period will earn sick leave at the rate of one (1) day per month to a total of twelve (12) working days per year with a maximum accumulation of one hundred twenty (120) working days. For absences of five (5) or more continuous days, a doctor's signature may be required. Sick leave may not be used as a vacation, but earned vacation may be used when an employee has used up his sick leave. Council may advance one (1) year's sick leave.

Section 20.2

Sick leave shall be considered as a type of insurance and shall not be considered as a vested right and may not be used at the employee's discretion, but shall be allowed only in case of actual illness or disability of the employee. Sick leave shall start with the first day of an accident or an illness.

Section 20.3

To be eligible for payment of sick leave the employee must notify his superintendent or his designated representative prior to the starting time of his

scheduled shift. This notice may be waived if the employee could not reasonably be expected to comply because of unusual circumstances.

Section 20.4

In the event the City suspects an employee is abusing his sick leave privileges, the City may request the employee to provide a doctor's statement that the employee is or was not able to work.

Section 20.5

Upon separation from employment, the employee shall be paid 100% of his unused accumulated sick leave. An exception shall be any employee wishing to take advantage of the voluntary insurance program described in Section 18.3.

ARTICLE 21

LEGAL DEFENSE

Section 21.1

An employee involved in litigation because of his nonobservance of laws may not receive assistance in any legal defense by the City, except as specifically stated in the Code of Iowa.

Section 21.2

Any employee who is charged with a traffic violation, violation of an ordinance or some criminal offense arising from acts performed within the scope of his employment, when such act is performed in good faith when using good judgment and under direct order of his supervisor may be able to be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge if the action or litigation commences and is resolved during the employee's service with the City.

ARTICLE 22

DISCIPLINE

Section 22.1

The City will discipline for just cause only. Discipline will be one or more of the following forms;

First Offense shall be reprimand in writing issued by the Department Head. Copies of the written reprimand shall be forwarded to the City Clerk and Mayor.

Second Offense could result in a suspension of three (3) working days without compensation issued by the City Council after report by the Department Head. The City Council shall issue suspension in writing.

Third Offense shall be cause for dismissal. Dismissal and cause shall be issued in writing at the direction of the City Council.

Section 22.2

Discipline, suspensions and discharge can be appealed in accordance with the Grievance Procedure. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by a signature of the employee. Such signature does not imply an admission of guilt. The employee and the Union will receive a copy of such reprimand and/or notices.

Section 22.3

An employee who is the subject of an investigation that may result in disciplinary action to that employee, may have a steward or a member of the Union present during the questioning. It will be the responsibility of the employee to make a request for a representative to be present during questioning. Questioning will be conducted at reasonable times.

Section 22.4

To the extent permitted by law, personnel files will be considered "confidential". Access to member's personnel files will be controlled on the basis of legitimate "need to know". Access to the personnel files will be limited to personnel in the City Clerk's office. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the City.

Section 22.5

Employees may not be suspended without pay for more than thirty (30) days in any calendar year.

Section 22.6

Any substantiated gross misconduct by the employee, or any negligence by the employee during his working hours which results in personal injury or damage to property, shall be considered actions outside the procedure set forth in this Article.

ARTICLE 23

CITY VEHICLES

Section 23.1

Vehicles owned by the City of Postville shall not be used for commuting or any other personal use, except as follows:

1. An employee may take his vehicle assigned to such employee home for the purpose of responding to emergencies involving water, sewer and snow emergencies, or anticipated emergencies.
2. An employee who is qualified to work on weekends would fall under

the above section as he would be on call for that particular weekend.

None of the above restrictions apply to City owned police cars.

ARTICLE 24

UNION STEWARDS

Section 24.1

The City recognizes the right of the Union to designate one (1) steward and one (1) alternate steward whose duties are set forth in the Grievance Procedure and this Article. Such designation shall be made in writing. Any changes will be promptly reported by the Union to the City.

Section 24.2

The authority of the steward and alternate so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

(a) The investigation and presentation of grievances to the City's designated representative in accordance with the provisions set forth in the Grievance Procedure.

(b) The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information;

- 1) have been reduced to writing, or
- 2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference's with the City's business, provided, however, that the activities referred to in (a) and (b) shall not be performed in such fashion as to conflict with the steward's work duties.

Section 24.3

Steward and alternates and employees have no authority to take strike action, or any other action interrupting the City's business.

Section 24.4

The City recognizes these limitations upon the authority of stewards and alternates, and shall not hold the Union liable for any unauthorized acts. The City in so recognizing such limitation shall have the authority to impose proper discipline, including discharge, in the event the steward or alternate and employees have taken unauthorized strike action, slow down, or work stoppage.

ARTICLE 25

WAGES, RECORDS AND PAYROLL

Section 25.1

Rates of pay for all job classifications are as listed on the wage schedule, which is marked Exhibit A attached to this Agreement, and by reference incorporated herein as though fully set forth.

Section 25.2

Pay day shall be every other Friday. If a holiday falls on the pay day, the preceding day shall be considered the pay day.

Section 25.3

The City Clerk shall maintain a personnel record for each employee in the service of the City showing name, title of position held, the department to which assigned, salary, changes in employment status, casual days, sick leave and vacation used. Each employee shall promptly report all change of name, address and telephone number and dependent status to the City Clerk.

ARTICLE 26

LIMITATIONS

Section 26.1

Should any portion of the Agreement during the life of the Agreement be rendered invalid by state or federal legislation, the remainder of the Agreement will remain in full force and effect for the life of this Agreement.

Section 26.2

Special rules and limitations shall follow the State of Iowa Public Employment Relation Act, and rules and regulations promulgated thereunder.

ARTICLE 27

MAINTENANCE OF STANDARDS

Section 27.1

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement; and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this agreement.

Section 27.2

No waiver or variation of the terms of this agreement shall be by agreement between any City representative and any individual employee or group of employees unless such agreement is with the full knowledge of , and sanctioned by, the City and the Union. Further, any such waiver or variation of the terms of this agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 27.3

In the event both the City and the Union mutually agree in writing to amend or modify any terms or provisions of this agreement, such amendments or modifications in writing shall be subject to the approval of the Mayor and the Council and the Business Representative of the Union; and will not be effective until such approval is given. In the event of disapproval of the Mayor and Council or the Business Representative of the Union, said amendment or modification shall be null and void and of no force or effect.

ARTICLE 28

GENERAL PROVISIONS

Section 28.1

If dictated by law to have physical examinations for the employees, then the City may require such examinations of the employees. Any physical examination required by the City shall be at the City's expense. In the event it is necessary for the City to schedule such examination during the employee's regular working hours, the employee will be compensated by the City at his straight-time hourly rate of pay for work time lost.

Section 28.2

In the event an employee becomes physically disabled and is unable to perform his regular work, the City shall assign him to other available work, providing there is work which he is capable of performing.

Section 28.3

Supervisors may perform work regularly assigned to employees within the bargaining unit if such performance of work by a supervisor in any one (1) day would not result in taking the place of a bargaining unit employee.

Section 28.4

All employees shall be given a performance review after their first year of employment and annually thereafter during the month prior to their anniversary date of employment. The purpose of said review is to let employees know what is expected of them, how they are performing and how they may improve their performance. The annual appraisal shall consist of a written evaluation and a

personal discussion with each employee to be conducted by the employee's supervisor. Each employee shall be given a written copy of the appraisal and may make comments on the appraisal or file a grievance with regard to its contents. Performance reviews will not be linked to wage or salary plans or used as the sole basis for disciplinary action, but will be made a permanent part of the employee's personnel file with a copy sent to the local union.

ARTICLE 29

NON DISCRIMINATION

Section 29.1

Neither the City nor the Union shall discriminate against any employee or applicant for employment because of race, color, sex, religion, creed, marital status, age, handicap, or national origin. Both parties agree to fully support proper Affirmative Action programs.

ARTICLE 30

DURATION OF AGREEMENT

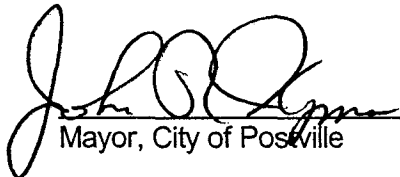
Section 30.1

This Agreement shall be in full force and effect from July 1, 2005 to and including June 30, 2008, and shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify is served by either party prior to November 15th of year preceding year of expiration.


Signed this 21st day of February, 2005.

CITY OF POSTVILLE, IOWA

CHAUFFEURS, TEAMSTERS, &
HELPERS LOCAL UNION NO.238
affiliated with International
Brotherhood of Teamsters,
Chauffeurs, and Warehousemen of
America.



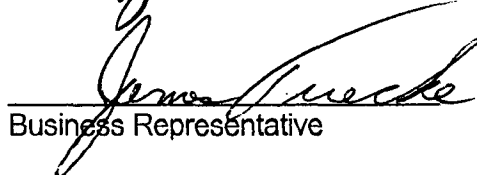
Mayor, City of Postville



Clerk, City of Postville



Secretary-Treasurer



Business Representative

EXHIBIT A
WAGE SCHEDULE

<u>Classification</u>	<u>Eff. 7-1-2005</u>	<u>Eff. 7-1-2006</u>	<u>Eff. 7-1-2007</u>
Street Department:			
Laborers	\$14.73	\$15.25	\$15.86
Superintendent/Mechanic	14.88	15.40	16.02
Water Department, Waste Water Department:			
Grade I (water)	15.51	16.05	16.69
Grade I (wastewater)	15.51	16.05	16.69
Grade I (both)	15.51	16.05	16.69
Grade II (water)	15.61	16.16	16.81
Grade II (wastewater)	15.61	16.16	16.81
Grade II (both)	15.73	16.28	16.93
Grade III (water)	16.55	17.13	17.82
Grade III (wastewater)	16.55	17.13	17.82
Grade III (both)	16.76	17.35	18.04
Police Department:			
Policeman	16.28	16.85	17.52

The rate of pay for any new employee may start at \$6.00 per hour, and shall increase to the rate set forth above only after completion of the probationary period.

LONGEVITY PAY:

Each employee who has completed five (5) years continuous service, but less than ten (10) years continuous service with the City shall receive \$0.10 per hour additional pay.

Each employee who has completed ten (10) years continuous service, but less than fifteen (15) years continuous service with the City shall receive \$0.15 per hour additional pay.

Each employee who has completed fifteen (15) years continuous service, but less than twenty (20) year continuous service with the City shall receive \$0.20 per hour additional pay.

Each employee who has completed twenty (20) years continuous service with the City shall receive \$0.25 per hour additional pay.